



Irrigon Farmers Market Rules and Regulations Amended 2-18-2020

Create and provide a market place for local farmers and vendors that enhances the business, nutritional, and community health of Irrigon and the surrounding area.

I. Location, Hours and Dates:

The Irrigon Farmers Market (the "Market") will be open to the public each Tuesday following the Memorial Day weekend (May) through Labor Day weekend (September), (the "Market Season"), unless the City determines otherwise in its sole discretion. The Market will be located in on the lot just west of the Irrigon City Hall/Library. The Irrigon Farmers Market reserves the right to refuse to do business with any vendor and to prohibit the sale of any product from the Market, especially those items already excluded according to Irrigon City Code or state and federal law. Market hours are between 6:30 PM and 9:00 PM during the "Market Season", but may be modified, extended or closed by the City due to weather, emergencies or other unforeseen extenuating circumstances. Ample notification will be made as feasibly possible.

II. Product Guidelines: Resale of wholesale products is limited to produce not being grown and sold by market vendors. Please contact the market managers for more detailed information.

1. Produce and Farm Products. All local produce and farm products sold at the Market is desired to be 100% grown, produced or collected in the Pacific Northwest. Each vendor may sell other farm products (wholesale) so long as such products are 100% grown, produced or collected in the Pacific Northwest, conform to these Rules and Regulations, and are fully disclosed in the Vendor Application. Wholesale products must have appropriate government required labeling. The following local produce and farm products may be sold at the Market, such as: vegetables, fruits, melons, berries, herbs, nuts, flowers, plants and other agricultural or horticultural products take priority over non-produce farm vendors, including soaps, cheeses, seafood, poultry and meats. All vendors of produce and farm products must comply with all relevant federal, state, county and local health regulations and licensing guidelines.

2. Nursery Products and Plants. All nursery products and plants sold at the Market must be propagated by the vendor from plugs, seeds, cuttings, bulbs or plant divisions and sold in standard, non-decorative nursery containers. A nursery vendor may sell a finished product purchased from another grower. All vendors of nursery products and plants must comply with all relevant federal, state, county and local health regulations and licensing guidelines.

3. Food Products. An important part of the market experience is to provide a means for the Irrigon community to discover ways that local produce and farm products can be prepared

and enjoyed. Therefore, the City may allow a limited number of vendors to sell processed foods and restaurant-style foods.

(a) Processed Foods. Examples of processed foods include sauces, jellies, preserves, frozen fruits, honeys, juices, ciders, vegetables, and baked goods to name a few. All vendors of processed foods must comply with all relevant federal, state, county and local health regulations and licensing guidelines. Oregon's Farm Direct Marketing Law allows farmers to turn what they grow into low-risk, value added products and sell them directly to consumers without being licenses food processors. Some questions to consider: Is the product one of the items listed above? Is the product sold directly to the consumer? Does the farmer grow all the principle ingredients? Is the product processed by the farmer?

(b) Restaurant-Style and Home Baked Foods. The Oregon Legislature created a small business opportunity for home bakers to sell fresh baked good and confectionary items from their home kitchens. Foods may include those that are served in anticipation that they will be immediately consumed on the premises. Vendors are permitted to manufacture and sell on-site for those foods for which they have received authorization. Mobile vendors are limited to space availability. Food must be prepared by an approved source and have an off-site approval/license from the Health Department. Any packaged food must be labeled in accordance with established state and federal requirements. All restaurant-style foods must be made locally by the vendor or under the direction of the vendor from fresh and raw ingredients. All vendors of restaurant-style foods must comply with all relevant federal, state, county and local health regulations and licensing guidelines. In determining whether to allow a vendor to sell its restaurant-style foods at the Market, the City may consider the following: (i) whether the food contains raw ingredients grown, produced or collected by the vendor, or another vendor in the Market, (ii) whether the food is made from scratch, (iii) whether the food, if ethnic, is authentic in style and preparation, (iv) whether the food is produced by a local business, (v) whether the vendor will specialize in a small selection of items, and (vi) whether the food is distinctly different from foods already represented in the Market. Please see a market manager for additional information.

4. Crafts and Artisan Goods. The City, in its sole discretion, may allow vendors to sell crafts or artisan goods within The Market. Such items may be homemade crafted items, paintings, soaps, oils, flower arrangements, etc. A team will be appointed by the City to ensure approval and compliance. Once the Market is fully established crafts and other venues for artisans may be established. At all times produce and farm products will be favored.

5. Discretion and Authority of the Board of Directors. The Market recognizes a need for diversity within the products that are sold at the Market. To facilitate this, the City, in its sole discretion and authority, may permit exceptions to the product guidelines set forth in this Section II. The City, in its sole discretion and authority, also may accept or reject a Vendor Application to sell (a) local produce and farm products, (b) nursery products and plants, (c) processed foods and restaurant-style foods, and (d) crafts and artisan goods.

6. The Market may invite various entertainment and enjoyment opportunities that increase the livability and sustainability of the Irrigon community and Market.

III. Market Operations:

1. Commencement of Sales. Sales are not permitted before Market opening times without the prior approval of the City. Vendors who sell their products before opening of Market will be subject to a fine, and may not be allowed to participate in the next scheduled market.
2. Assignments. The City or appointed Team Liaison has sole discretion and authority to determine a vendor's stall location within the Market. Every effort will be made to accommodate vendor preferences, but no stall location is guaranteed on an on-going basis. Vendors may be asked to change stall locations at the discretion of the City or appointed Team Liaison. Spaces not occupied by market opening may be reassigned to another vendor.
3. Booth Set Up. All vendors must be prepared for operation by starting time of market. Vendors who are not prepared for operation may not be allowed to participate in the next scheduled market. Set up may take place before the Market opens but “no sales” permitted until the Market opens. Booth set up for spaces larger than 10 x 10 is permitted with prior approval by Market Manager. All booths must be staffed between the designated Market Hours. Contact a market manager for spaces utilized in and under the gazebo.
4. Booth Disassembly. Vendors may not disassemble booths before closing without the permission of the City or Appointed Team Liaison. Vendors who disassemble booths before may be subject to a fine, and may not be allowed to participate in the next scheduled market. The market closes promptly at closing time. All vendors spaces must be cleaned up and vacated immediately of all refuse, displays, and any unsold goods.
5. Vehicle Loading and Unloading. No vendors will be allowed to load or unload their products from their vehicles while illegally parked. Vendors illegally parked, reserve parking spaces or leave vehicles in the market area may be subject to a fine. Vendors will be required to remove their vehicles prior to the opening of the market and park in the main City Parking lot, east of City Hall. Two (2) parking spaces will be designated during the Market for vendor loading and unloading. The City and Appointed Team Liaison have the sole authority to reserve parking spaces on behalf of the vendors.
6. Booth Dimensions. Individual booth dimensions will be specified in the Vendor Application. The City or Appointed Team Liaison may take measurements to confirm that the vendor is using the space requested in the Vendor Application. Additional charges may apply if the dimensions differ from the dimensions specified in the Vendor Application.
7. Booths, Tables, Tents and Canopies. Vendors are responsible for their own booths, tables, tents and canopies. All tents and canopies must have each corner post anchored with at least 20 pounds of weight. Vendors without adequate corner weights will be subject to a fine.
8. Signs. Each vendor is required to post a sign that identifies its farm or business name, location of its farm or business, and telephone number. Each sign must be legible, visible and securely attached to the booth or stall. Each vendor must make every effort to assure that its sign does not impede pedestrian traffic. Use of the word “organic” is prohibited unless the

vendor's product has been certified and must meet USDA labeling requirements. Vendors are encouraged to provide additional information regarding products and farming practices.

9. Booth and Stall Space. Each vendor is responsible for keeping its space clean and attractive during market hours. Such cleaning shall include the removal of garbage and the sweeping and removal of debris. Each vendor is required to remove their own refuse and unsold products from the market premises after the Market closes.

10. Restrooms. Vendors may use the restroom provided by the City.

11. Cancellations. Vendors are responsible for their booth fees each week. Vendors who will be absent must notify the City or Appointed Team Liaison at 541-922-3047 by 12PM two (2) days prior to the weekly market. Vendors who fail to provide appropriate notice will be charged a fine for no call/no show.

12. Vendor Conduct. Vendors will conduct themselves professionally and courteously. Vendors may not verbally call attention to their space by calling out beyond the borders of their space. Pets are not permitted in or around stalls. Vendors are responsible for their own actions and behavior, and the actions and behavior of their staff members. Vendors, and their staff members, must be appropriately dressed at all times. No bare feet are allowed within the Market.

13. Sampling. Sampling may only occur within the confines of a vendor's booth or directly in front of the booth. The sampling vendor must ensure that customers have clear access to adjacent vendors and may not intrude on another vendor's space. Vendors will provide a trashcan for any refuse from the distribution of samples. All vendors who offer samples must comply with all applicable laws, rules and regulations, including the Farmers' Market Guidelines prepared by the Oregon Department of Agriculture.

14. Random Vendor Checks. The City or Appointed Team Liaison will conduct random checks of all vendors to ensure compliance with all relevant rules and regulations and to ensure the safety of all customers and vendors. If a vendor fails to comply with one or more rules and regulations, a written warning will be issued that lists the observed deficiencies. Continuous or repeated failure to comply with the rules and regulations may result in a fine and in suspension, termination or expulsion from the Market.

15. Forbidden Activities. The Irrigon Farmers Market is not a forum for political, religious, or business solicitation activities.

16. Animals: No animals of any kind unless ADA approved such as a sight and/or assisting dog.

IV. Fees: Note: All fees suspended for this Season

Application Fee - \$10.00: Each vendor must submit a one-time nonrefundable application fee in connection with its Vendor Application.

Annual Membership Fee - \$25.00: There is a one-time fee of \$25, due with completed application. This fee enables The Irrigon Farmers' Market the funds necessary to pay for use of advertisement, refreshments, and market necessities. If application is denied dues will be refunded. Children under 18 are exempt from this fee when parred with agriculture non-profit.

Vendor/Booth Fee -\$5 per market or (\$10.00 per month): Every vendor is required to pay a weekly booth fee (10x10) by Friday prior to market attendance. An envelope and tally sheet will be delivered toward the beginning of every market and vendors must return the envelope and completed tally sheet with appropriate fee to the liaison at the end of every market. The Irrigon Farmers' Market uses the information gathered to determine market growth. The market fee, which may be paid, yearly, monthly or weekly, as set forth in the Vendor Application. Repeated or continuous failure to submit weekly market fees in a timely manner may result in the suspension, termination or expulsion of the vendor from the Market at the discretion of the Appointed Team Liaison or the City.

Refer a new vendor or farmer to sell and join the Irrigon Farmer's Market receives a free week at the market. Children under 18 are exempt from this fee when parred with agriculture non-profit.

Fines for Various Issues - \$50.00: The following are various fines/penalties listed throughout these rules and regulations.

- Selling products before market opens.
- Booth/space Disassemblment: Taking down before market closes, without Liaison approval.
- In-adequate corner weights to tables, tents and canopies.
- No call/no show.
- Failure to cancel with appropriate notice
- Illegally/wrongfully parking as noted under loading and un-loading.

V. Compliance with Federal, State and Local Rules Regulations:

All vendors must comply with federal, state, county and local rules and regulations related to the production and sale of their products. This includes, but is not limited to, compliance with (1) federal, state and local health licensing requirements, (2) the Farmers Market Guidelines prepared by the Oregon Department of Agriculture, (3) standards governing labeling, packaging, display and weight, including scale certification with the Oregon Department of Agriculture Measurement Standards, and (4) State Fire Code. Failure to conform to such rules and regulations may be grounds for removal from the Market and forfeiture of fees. Copies of all licenses, permits and certifications must be included with the Vendor Application. Licensing requirements change from year to year. It is the vendor's responsibility to check with the appropriate licensing authorities.

VI. Liability Insurance:

The Market does not assume responsibility for general or product liability. Vendors who sell consumables at the market (ready to eat items) require a Food Handler's License are must have

general liability insurance with a minimum of \$1,000,000 and must provide a copy of the Certificate of Insurance listing the Irrigon Farmers Market as an additional insured in order to participate in the Market. Vendors will not be allowed to participate in the Market until the Market receives such Certificates of Insurance. In the event that the vendor has not provided such Certificates of Insurance, but the space is reserved on the vendor's behalf, all monthly market fees remain due and payable. All other market vendors are covered under the city's insurance for city event coverage.

VII. Indemnification:

Each vendor agrees to indemnify, defend, reimburse and hold harmless the City, The Market and its officers, employees, representatives, and agents from and against all liabilities, obligations, claims, demands, losses, damages, causes of actions, lawsuits and costs and expenses (including reasonable legal fees) of any nature arising out of or related to (a) its activities, actions or conduct, (b) the activities, actions or conduct of anyone under its direction, or (c) the sale or consumption of its products.

VIII. Enforcement of Rules and Regulations:

The Appointed Team Liaison is responsible to the City, and has ultimate on-site authority to enforce all rules and regulations. If a vendor violates a rule or regulation, the Appointed Team has discretionary authority to impose an appropriate disciplinary action, which may include a fine, a written warning, or the suspension, termination or expulsion of the vendor from the Market. If the vendor is suspended, terminated or expelled, the vendor will forfeit all fees. A vendor may appeal any decision of the City Manager in writing to the address provided in Section XI. However, vendors are not entitled to receive a response from the City, nor are vendors entitled to appear in person before the City Council. The failure of the Appointed Team Liaison, The City Manager or the City Council to enforce any provision of these Rules and Regulations shall not be deemed a waiver of that provision or of the right of the Appointed Team Liaison, The City Manager or the City Council to enforce that or any other provision at a later date.

IX. No Right to Sell or Participate:

These Rules and Regulations do not create any rights to sell or otherwise participate in the Market. Similarly, acceptance of a Vendor Application and the ability to participate during one season does not guarantee, or indicate a likelihood of, acceptance and ability to participate in any future seasons. The City reserves the right to accept or reject a Vendor Application in its sole discretion. The City reserves the right to prohibit the selling of any particular produce or product, including those products that meet the product guidelines outlined above, in its sole discretion.

X. Offensive Products:

The sale of products that are offensive, City excluded items (such as cannabis, CBD, etc.) or that may be in violation of City Code, State and Federal Laws are not permitted to be distributed or sold.

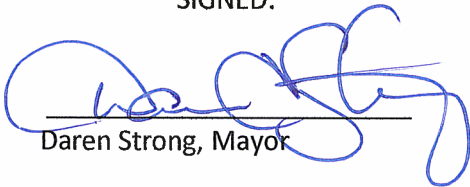
XI. Notices and Other Communications:

All notices and other communications shall be sent to the parties at the following address:

Irrigon Farmers Market
c/o City Manager
PO Box 468
Irrigon, Oregon 97844

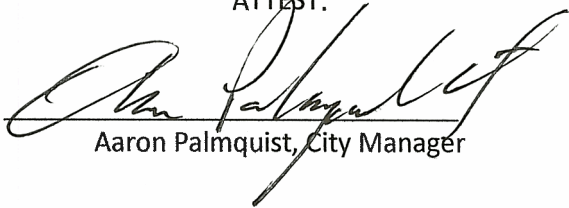
AMENDED AND APPROVED AND PASSED BY THE COMMON COUNCIL
AND SIGNED ON THIS 18th DAY OF February, 2020.

SIGNED:



Daren Strong, Mayor

ATTEST:



Aaron Palmquist, City Manager